

City of Warrenville

28W701 Stafford Place • Warrenville, IL 60555
630/393-9427 • FAX 630/393-6948

August 18, 2005

Dr. Joanna M. Livengood
Site Manager
Department of Energy
P. O. Box 2000
Batavia, IL 60510

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN DEPARTMENT OF
ENERGY (DOE) AND THE CITY OF WARRENVILLE

Dear Dr. Livengood:

At their regular meeting of August 18, 2005, the Warrenville City Council approved an Intergovernmental Agreement with the Department of Energy to provide water services to the main Fermi National Accelerator Laboratory campus, including the Wilson Hall Building.

Attached is a copy of Ordinance No. 2232 together with a fully executed agreement for your files.

Sincerely,



Emily J. Larson
City Clerk

EJL/av

Enc.

C: Public Works Superintendent Smith

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "Contract") made and entered into this 1st day of June, 2005, by and between the **CITY OF WARRENVILLE**, DuPage County, Illinois (hereinafter referred to as the "City"), and the **DEPARTMENT OF ENERGY FERMI SITE OFFICE**, an agency of the United States of America (hereinafter referred to as the "DOE").

WITNESSETH:

WHEREAS, DOE has requested that the City provide water services to the main Fermilab campus, including Wilson Hall; and

WHEREAS, pursuant to Title 7, Chapter 4, Section 7-4B-1.D, of the City Code, the City may provide water service to Fermilab subject to the terms and conditions of an intergovernmental agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and pursuant to their powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

1. The recitals hereinabove set forth are hereby incorporated as findings of fact in this Paragraph 1 as if said recitals were fully set forth herein.

2. During the term of this Contract, the City agrees to supply potable water service to the Fermilab buildings shown on Exhibit I attached hereto and made a part hereof. No other structure shall be connected to the City's water system without prior written notice to the City and the City's approval of the new connections. This written notice shall be given to the City ninety days prior to construction and shall include the location and the projected water demand for the new connection.

3. The DOE Base Rate for water service from the City shall be equal to the residential rate for water services, as now existing or hereafter amended, paid by customers whose property is located within the City's corporate limits. The City will provide DOE with one complete set of the rates, terms and conditions of service. The City shall provide written notice to DOE within ten (10) calendar days of any rate change affecting this Contract.

4. In addition, DOE shall pay a bimonthly Impact Charge of \$4,371.02 starting with the first invoice after the main Fermilab campus begins taking potable water supply from the City. This date is expected to happen within the first twelve months after the date of this Contract. The DOE will provide the City with construction progress reports on the connection of the main Fermilab campus. The Impact Charge is to offset the cost for increasing the City's water storage capacity to accommodate the average daily demand that this proposed impact will have on the City's current water system, which would otherwise be due and owed the City as of the date of this Contract. The Impact Charge shall remain in effect for a period of five years from the date of execution of this Contract.

5. If, in the future, the City obtains water from the DuPage Water Commission, the parties will mutually agree to and establish an impact cost to be paid at that time. This Agreement will be modified to reflect the parties' mutual agreement. Should the parties fail to agree or should DOE fail to pay the DuPage Water Commission impact fee in a timely manner, then this Contract shall be rendered null and void, and water service pursuant to this Contract shall be terminated by the City.

6. The term of this Contract shall be ten (10) years from the date of its execution. Notwithstanding the foregoing, (i) DOE may cancel this Contract at anytime upon one year's (365

days') prior written notice to the City or (ii) this Contract may be terminated upon the failure of DOE to agree to or to pay the DPWC impact fee in a timely manner.

7. The parties recognize and agree that any water mains or appurtenances which are located beyond the City limits (beyond the service valve located approximately at the City limits) shall be owned, operated and maintained by DOE, at its sole cost and expense, and the City shall have no responsibility therefor. DOE hereby agrees that employees of the City may go upon Fermilab property for the purpose of reading and inspecting meters for water usage. Water meters shall be routinely tested and calibrated as determined by the City's Public Works Superintendent.

8. Notwithstanding anything to the contrary set forth herein, Fermilab shall be entitled to receive no more than a maximum daily average of 92,500 gallons (30,000 for the village which is currently connected to the City's water supply and 62,500 for the main campus) of water per day (the Daily Average) from the City by virtue of this Contract. In no event shall Fermilab's water usage exceed a maximum of 185,000 gallons of water on any single day (the "Daily Maximum").

Should Fermilab's actual water usage for any day during a month exceed the Daily Maximum, then for that day, DOE shall pay the City twice the normal water charge for all water usage in excess of the Daily Maximum (the "Daily Maximum Surcharge"). The Daily Maximum Surcharge shall not be applicable to metered water consumption due to water main breaks, provided that there are no more than four such occurrences per year that contribute to the amount of water to exceed the Daily Maximum. Fermilab will cause any such excessive flows and usage to be eliminated in a timely manner by actual repair of the broken water main or isolation of such via distribution valves. Fermilab shall notify the City Public Works Department the day such break may occur for verification purposes.

Should Fermilab's actual water usage during any 365-day period exceed the Daily Average multiplied by the number of days in a particular year (the "Annual Maximum"), then DOE shall pay the City twice the normal water charge for all water usage in excess of the Annual Maximum (the "Annual Maximum Surcharge").

Should DOE desire to increase the average and maximum water allocation in the future, DOE must submit its request in writing to the City's Public Works Superintendent. Thereafter, upon mutual agreement of the City and DOE, Fermilab's allocation may be increased by a duly executed agreement.

9. Notices or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Contract shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City:

City of Warrenville
28 W 701 Stafford Place
Warrenville, IL 60555

Attention: City Administrator

If to DOE:

U. S. Department of Energy
Fermi Site Office
P. O. Box 2000
Batavia, IL 60510

or to such other address as either party may from time to time designate in a written notice to the other party:

10. Additional terms and conditions applicable to this Contract are set forth in Exhibit II attached hereto and made a part hereof.

11. This Contract incorporates the full and complete understanding of the parties to the exclusion of any terms or provisions not expressly set forth herein.

12. This Contract shall be governed by applicable federal laws and the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the date first above written.

**DEPARTMENT OF ENERGY
FERMI SITE OFFICE**

John C. Chapman
Contracting Officer

ATTEST:

GAM\119800\REV6/3/05

CITY OF WARRENVILLE

D. J. [Signature]
Mayor

ATTEST:

Emily J. Larson
City Clerk

EXHIBIT II

ADDITIONAL TERMS AND CONDITIONS
TO THE AGREEMENT BETWEEN THE CITY OF WARRENVILLE
AND THE DEPARTMENT OF ENERGY (FERMILAB FACILITIES)

A. ORDER OF PRECEDENCE - UTILITIES - FAR 52.241-2 (FEB 1995)

In the event of any inconsistency between the terms of this Contract (including the specifications) and any rate schedule, rider or exhibit incorporated in this Contract by reference or otherwise, or any of the City's rules and regulations, the terms of this Contract shall control.

B. SCOPE AND DURATION OF CONTRACT - FAR 52.241-3 (FEB 1995)

(1) For the period set forth in the Contract, the City agrees to furnish and the DOE agrees to purchase water from the City.

(2) It is expressly understood that neither the City nor the DOE is under any obligation to continue any service under the terms and conditions of this Contract beyond the expiration date or termination date as provided in Section 6 of the Contract.

(3) The City shall provide the DOE with one complete set of rates, terms and conditions of service which are in effect as of the date of this Contract and any subsequently approved rates.

(4) The City shall be paid at the applicable rate(s) pursuant to City ordinance. The DOE shall be liable for the minimum monthly charge, if any, specified in this Contract commencing with the period in which service is initially furnished and continuing for the term of this Contract. Any minimum monthly charge specified in this Contract shall be equitable prorated for the periods in which commencement and termination of this Contract become effective.

C. CHANGE IN CLASS OF SERVICE - FAR 52.241-4 (FEB 1995)

(1) In the event there is a change in the class of service from the residential service rate classification, such service shall be provided at the City's lowest available rate schedule applicable to the new class of service furnished.

D. CITY'S FACILITIES - FAR 52.241-5 (FEB 1995)

(1) The City, at its expense, unless otherwise provided for in this Contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder to the point of delivery and measure such service at the point of delivery as specified in this Contract in Section 7 hereof. Title to all such facilities shall remain with the City, and the City shall be

responsible for loss or damage to such facilities, except that the DOE shall be responsible to the extent that loss or damage has been caused by the DOE's negligent acts or omissions.

E. SERVICE PROVISIONS - FAR 52.241-6 (FEB 1995)

(1) Measurement of service.

(a) All service furnished by the City shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the City at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 5 percent slow or fast shall be deemed correct.

(b) The City shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the City. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(2) Meter test.

(a) The City, at its expense, shall periodically inspect and test City installed meters at intervals not exceeding 5 years. The DOE has the right to have representation during the inspection and test.

(b) At the written request of the Contracting Officer, the City shall make additional tests of any or all such meters in the presence of DOE representatives. The cost of such additional tests shall be borne by the DOE if the percentage of errors is found to be not more than 5 percent slow or fast.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the City regarding any material change anticipated in the volume or characteristics of the utility service required at each location as per Section 2 of the Contract.

(d) Continuity of service and consumption. The City shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location but shall not be liable for damages, breach of contract or otherwise to the DOE for failure, suspension, diminution or other variations of service occasioned by or in consequence of any cause beyond the control of the DOE, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution,

or other variation of service shall aggregate more than 24 hours during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this Contract (including the minimum monthly charge).

F. CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES - FAR 52.241-7 (FEB 1995)

Not applicable.

G. CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES - FAR 52.241-8 (FEB 1995)

(1) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body. The DOE shall pay the rate for water service set forth in Section 3 of this Contract.

H. CONNECTION CHARGE - FAR 52.241- 9 (FEB 1995)

(1) Charge. In consideration of the City furnishing and installing at its expense the new connection facilities described herein, the DOE shall pay the City an Impact Charge as provided in Section 4 of the Contract.

I. TERMINATION LIABILITY - FAR 52.241- 10 (FEB 1995)

There is no termination liability associated with this Agreement.

J. NONREFUNDABLE, NONRECURRING SERVICE CHARGE - FAR 52.241-7 (FEB 1995)

Not applicable.

CITY OF WARRENVILLE
DuPage County, Illinois

ORDINANCE NO. 2232

**ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH FERMILAB RE EXTENSION OF WATER SERVICE**

WHEREAS, Fermilab has requested that the City extend water service to the main Fermilab campus, including Wilson Hall; and

WHEREAS, pursuant to Title 7, Chapter 4, Section 7-4B-1.D, of the City Code, the City may extend water service to Fermilab subject to the terms and conditions of an intergovernmental agreement;

WHEREAS, the corporate authorities of the City hereby find and declare that it is in the best interests of the City to enter into the Intergovernmental Agreement attached hereto and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals of fact are incorporated as though fully set forth within this Section One.

SECTION TWO: The Intergovernmental Agreement between the City and Fermilab, attached hereto as Exhibit 1, shall be and is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute the Agreement in substantially the form attached hereto.

SECTION THREE: All policies, ordinances and resolutions which conflict with this ordinance or the agreement approved herein are hereby repealed.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 1st day of August, 2005.

AYES: Ald. Weidner, Wiesbrock, Barry, Safford, Leonard, and McGuire

NAYS: None

ABSENT: Ald. Bevier and Schultz

APPROVED THIS 3rd day of August, 2005.


Mayor

ATTEST:


City Clerk

LKL\119945\REV5/11/05

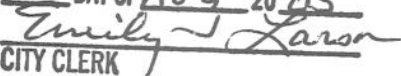
PUBLISHED IN PAMPHLET FORM BY
AUTHORITY OF THE CITY COUNCIL
OF THE CITY OF WARRENVILLE,
DUPAGE COUNTY, ILLINOIS, THIS
3 DAY OF AUG 2005

CITY CLERK

Exhibit 1

Intergovernmental Agreement between Warrenville and Fermilab
Water Supply 2005
Page 1 of 4

Bldg No.	Name	Area (SF)
001	Wilson Hall & Auditorium	522,986
003	Feynman Computer Center	81,472
005	Science Education Center	8,673
019	11 Sauk Circle - Anderson Barn	6,832
020	1 Sauk Circle - Residence	3,064
021	3 Sauk Circle - Residence	2,204
022	4 Sauk Circle - Residence	2,891
023	5 Sauk Circle - Residence	2,131
024	6 Sauk Circle - Residence	1,960
025	7 Sauk Circle - Residence	925
026	8 Sauk Circle - Residence	825
027	9 Sauk Circle - Residence	1,782
028	10 Sauk Circle - Residence	2,990
029	12 Sauk Circle - Residence	2,414
030	13 Sauk Circle - Residence	1,774
031	14 Sauk Circle - Residence	2,632
032	15 Sauk Circle - Residence	1,480
033	17 Sauk Circle - Residence	1,380
034	18 Sauk Circle - Residence	2,368
035	19 Sauk Circle - Residence	2,164
036	1 Sauk Blvd - Aspen East	17,117
040	14 Sauk Blvd - Residence	1,105
041	16 Sauk Blvd - Residence	1,105
042	18 Sauk Blvd - Vending/Laundry	1,105
043	20 Sauk Blvd - Residence	1,105
044	1 Shabbona - Dorm 3	3,200
045	22 Sauk Blvd - Residence	1,105
046	24 Sauk Blvd - Residence	1,105
048	26 Sauk Blvd - Residence	1,105
049	28 Sauk Blvd - Residence	1,105
051	28b Sauk Blvd - Greenhouse	1,920
053	29 Sauk Blvd - Residence	1,105
054	30 Sauk Blvd - Maid Hdqtrs	1,600
057	32 Sauk Blvd - Dorm 1	2,206
058	33 Sauk Blvd - Residence	1,105
059	34 Sauk Blvd - Residence	1,105
060	36 Sauk Blvd - Metals Dev. Lab	2,100
062	Village Water Storage Facility	1,310
069	2 Che Che Pinqua-Users Center	9,522
070	1 Che Che Pinqua - Kuhn Barn	7,200
077	13 Neuqua - Residence	1,105
078	16 Neuqua - Residence	1,105
079	18 Neuqua - Residence	1,105
080	19 Neuqua - Residence	1,105
081	20 Neuqua - Lab 7 House	1,092
082	22 Neuqua - Lab 7 House	1,092

083	23 Neuqua - Residence	1,105
084	25 Neuqua - Residence	1,105
085	14 Neuqua - Residence	1,092
086	26a Neuqua-Lab 6-Garage/	648
087	28 Neuqua - Lab 6 House	1,092
088	30 Neuqua - Lab 6 House	1,092
089	28a Neuqua-Lab 6 Pole Building	1,650
090	32 Neuqua - Lab 6 House	1,092
091	34 Neuqua - Lab 5 House	1,144
092	36 Neuqua - Lab 5 House	1,015
093	36a Neuqua - Lab 5 Pole Bldg.	3,414
094	38 Neuqua - Lab 5 House	1,106
095	36 Shabbona - Lab 5 House	1,106
096	26 Neuqua - Scintillator R&D	2,200
102	27a Winnebago - Lab 1 House	1,092
103	27b Winnebago - Lab 1 House	1,066
104	27c Winnebago - Lab 1 House	1,092
105	29 Winnebago - Machine Repair	1,728
106	32 Winnebago - Lab 4 House	1,092
107	35a Winnebago-Lab 2 Compressor	629
108	40 Shabbona-Lab 4 House/Office	1,092
109	30 Winnebago - Machine Repair	3,024
116	22 Blackhawk - Residence	1,105
117	24 Blackhawk - Residence	1,105
118	25 Blackhawk - Lab 8 House	1,104
119	25a Blackhawk - Lab 8 South	1,738
120	27 Blackhawk - Lab 8 House	1,175
121	29 Blackhawk	1,178
122	31 Blackhawk - Lab 8 House	1,170
123	31a Blackhawk - Lab 8 North	1,650
124	33 Blackhawk - Lab 8 House	1,170
125	35 Blackhawk - Residence	1,105
131	2 Shabbona - Dorm 2	5,000
132	8 Shabbona - Residence	1,105
134	10 Shabbona - Residence	1,105
135	12 Shabbona - Residence	1,105
136	14 Shabbona - Residence	1,105
138	19 Shabbona - Residence	1,105
139	20 Shabbona Shelter	360
140	21 Shabbona - House	1,105
141	Curia I-34 Shabbona, Day Care, Dorms 5,6	20,995
142	33 Shabbona - Residence	1,105
143	35a Shabbona - Lab 3 House	1,092
144	35b Shabbona - Lab 3 House	1,092
145	35c Shabbona - Lab 3 House	1,092
146	35d Shabbona - Lab 3 House	1,092
147	35e Shabbona - Lab 3 House	1,092
149	37 Shabbona-Material Dev. Lab	1,080
150	39 Shabbona-Material Dev. Lab	2,219
156	11 Potawatomi - Residence	1,105
157	12 Potawatomi - Residence	1,105
158	13 Potawatomi - Residence	1,105
159	14 Potawatomi - Residence	1,105

160	15 Potawatomi - Residence	1,105
162	16 Potawatomi - Shower Rooms	1,127
163	16a Potawatomi - Exercise Rms	4,614
164	16b Potawatomi - Gynasium/	7,320
165	17 Potawatomi - Residence	1,105
166	17a Potawatomi Garage	320
167	18 Potawatomi - Residence	1,105
168	20 Potawatomi - Dorm 4	1,667
169	20-A Potawatomi Dorm 4	1,105
170	22 Potawatomi - Residence	1,105
171	24 Potawatomi - Residence	1,105
179	27 Winnebago - Lab 1	11,748
180	35 Winnebago-Lab 2 Butler Bldg	9,892
181	35 Winnebago - Lab 3	10,960
182	38 Shabbona - Lab 4	11,714
183	36a Shabbona-Lab 5 Butler Bldg	9,600
184	32a Neuqua- Lab 6 Butler Bldg.	14,550
185	22a Neuqua-Lab 7 Butler Bldg.	9,600
186	27a Blackhawk-Lab 8 Butler Bld	11,938
202	AP10 Service Building	5,728
203	AP50 Service Building	7,008
204	AP-0 Target Hall	8,176
205	AP50 Gas Storage Building	120
206	Booster Gallery East & West	23,160
207	Booster Tower Southwest	14,560
208	Booster Tower Southeast	14,560
212	Linac, X-Gallery, Transfer Gallery	123,587
214	Central Utility Building	16,398
217	A0 Lab Building	18,191
218	A-0 Service Bldg./Vehicle	4,056
230	C-0 Service Building	5,520
251	F-0 (Rf) Service Building	20,816
323	Collider Detector Facility/Cdf	41,914
325	D-0 Assembly Building	64,756
326	PPD Office Building at D-0	8,723
327	PPD Office Buildings at CDF	8,723
330	C0 Experimental Hall	7,740
402	Ms-1 Meson Service Building	2,124
404	Ms-2 Meson Service Building	2,497
406	Ms-3 Meson Service Building	2,094
408	Meson Detector Building	32,091
412	Meson Assembly Building	13,750
416	Polarized Proton Lab - Mp	13,005
420	Meson West Lab -- MW9	15,800
422	BD Cryogenic Engineering Office	4,821
500	Proton Pagoda	1,300
502	Proton Assembly	12,904
504	Proton Tagged Photon Lab	3,614
506	High Intensity Laboratory	6,654
520	Proton Pole Building - Site 50	2,576
522	Exp Area Operations Ctr	9,565
600	Neutrino Lab A	12,716
602	Neutrino Lab B	10,679
603	Rd T&M Shop	576
604	Neutrino Lab C	5,190
605	Lab C-D Cross Connect Building	5,037

606	Neutrino Lab D	6,790
608	Neutrino Lab E	5,225
612	Laboratory G	4,264
613	Neutrino Service Building #E	605
614	Neutrino Lab Nwa	8,000
616	Neutrino Service #1	3,320
618	Neutrino Service #2	1,272
622	Neutrino Service #4	1,266
624	Neutrino Target Service	13,710
628	HDCF - Grid Comp Ctr - WBL Ctg House	8,911
630	KTeV / NM4	13,054
700	Muon Laboratory	28,104
708	MI 8 Service Building	10,000
731	MI 31 Service Bldg. E-Cool	4,360
760	MI 60 Service Building	27,500
765	NuMI Target Service Building	7,933
785	MINOS Service Building	6,855
800	Industrial Building #1	22,219
801	Industrial Building #2	28,988
804	Industrial Building #3	18,888
805	Industrial Building #4	20,066
806	Industrial Center Building	45,117
840	Low Level Waste Handling Bldg.	13,600
849	Nevis Barn	4,000
850	Super Shed/Lundy Barn	4,587
851	Central Helium Liquefier	25,673
853	Railsiding Storage Shed	525
854	Master Sub-Station	4,376
921	Site 37 Shop	17,500
922	Site 38 Maintenance	14,518
925	Salt Storage Facility	3,045
926	Site 39	15,649
929	Fuel Service Center	1,904
930	Site 38 Barn	17,424
931	Radiation Physics Calibration	4,240
932	Site 38 Fire Station	5,183
938	Receiving Warehouse #1	40,000
940	Receiving Warehouse #2	42,800
946	Site 50 House	3,950
947	Site 50, Building C	656
948	Site 52 House	3,876
964	Site 55 House	3,661
970	Site 55 WS-3 Waste Storage	2,219
972	Site 55 WS-2 Waste Storage	1,740
974	Site 55 WS-1 Waste Storage	1,817